



April 14, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Contract Amendment 1 with Wessler Engineering regarding Northeast Area Sewer Replacement Project 30% Design. This amendment incorporates additional geotechnical investigation and railroad flagging during the design process.

Wessler Engineering will perform this work for a not-to-exceed increase of \$9,500, bringing the total contract amount to \$102,750. This contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

A handwritten signature in black ink, appearing to read "Brad W. Talley", is written over the printed name.

Brad W. Talley
Superintendent
Lafayette Renew





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AMENDMENT NO. 1

TO AGREEMENT

BETWEEN

**BOARD OF PUBLIC WORKS AND SAFETY
CITY OF LAFAYETTE, INDIANA**

AND

WESSLER ENGINEERING, INC.

FOR

NORTHEAST AREA SEWER REPLACEMENT PROJECT 30% DESIGN

THIS AMENDMENT NO. 1 to existing AGREEMENT, entered into by and between Board of Public Works and Safety, 20 N. 6th Street, Lafayette, IN 47901 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) dated October 8, 2019:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE II

**SCOPE OF SERVICES – BASIC SERVICES
SHALL BE AMENDED AS FOLLOWS:**

D. Geotechnical Subsurface Investigation

1. ENGINEER shall add Patriot Engineering and Environmental, Inc. as SUBCONSULTANT for services requested by OWNER and as described in the attached Proposal for Geotechnical Engineering Investigation.

ARTICLE VI

COMPENSATION

SHALL BE AMENDED AS FOLLOWS:

Increase compensation by \$9,950.00 for Norfolk Southern flagging operations fees during Design Survey and Geotechnical Subsurface Investigations Services as follows:

Design Survey (Norfolk Southern flagging operations fees)	\$5,000.00
Geotechnical Engineering Investigation	\$4,950.00
Previous Estimated Total Compensation	<u>\$92,800.00</u>
Amended Estimated Total Compensation	\$102,750.00

**ARTICLE VII
SCHEDULE
SHALL BE AMENDED AS FOLLOWS:**

Replace schedule with the following (an additional 60 days are added to the schedule to account for delays in connection to coordination with Norfolk Southern)

Design, Survey, Preliminary Route Options, Draft 30% Submittal	180 days from NTP
Geotechnical Coordination, Final 30% Submittal	60 days from receipt of OWNER draft 30% Submittal review comments

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

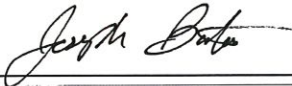
IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to existing Agreement, this _____ day of _____, 20_____.

**ENGINEER
WESSLER ENGINEERING**



Brent A. Siebenthal, P.E.
President

Attest:



Joseph K. Bartos, P.E.
Project Manager

**OWNER
BOARD OF PUBLIC WORKS & SAFETY
CITY OF LAFAYETTE, INDIANA**

Gary Henriott, President

Norm Childress, Member

Amy Moulton, Member

Cindy Murray, Member

Ronald Shriner, Member

ATTEST:

Mindy Miller, Deputy Clerk

Date: _____

ADDRESS FOR GIVING NOTICE:

Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:

Lafayette Renew Facility
1700 Wabash Avenue
Lafayette, IN 47901

JKB/P#03230/Y:\02 PROPOSALS\Lafayette P\03215 Lafayette NE Trunk Sewer Design\219719 AMENDMENT NO. 1.docx

Attachments: No. 1 – E-Verify Affidavit
No. 2 – Indiana Iran Investment Certification
No. 3 – 2020 Hourly Rate and Reimbursable Expense Schedule
No. 4 – Patriot Engineering Proposal

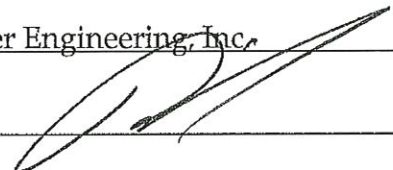
ATTACHMENT NO. 1

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

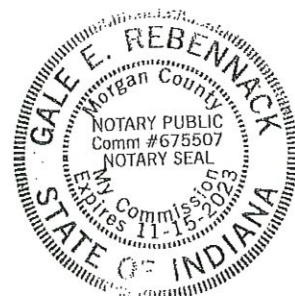
(Title): President

Important – Notary Signature and Seal Required in the Space Below

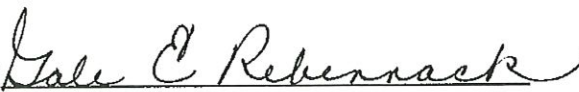
STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 02nd day of January, 2020.

(Signed) 

Gale E. Rebennack

My commission expires November 15, 2023

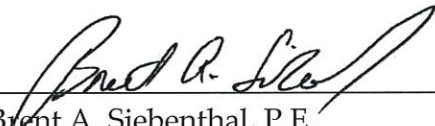
Residing in Morgan County, State of Indiana

ATTACHMENT NO. 2

INDIANA IRAN INVESTMENT CERTIFICATION

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By: 
Brent A. Siebenthal, P.E.
President

ATTACHMENT NO. 3

2020 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$230
Senior Project Manager I/II	\$190/\$215
Senior Project Engineer I/II	\$190/\$215
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$130
Project Engineer I/II/III/IV	\$120/\$130/\$155/\$165
Engineer	\$105
Electrical Senior Project Manager I/II	\$195/\$220
Electrical Senior Project Engineer I/II	\$195/\$220
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Control System Engineer I/II/III/IV	\$110/\$130/\$150/\$170
Environmental Services Senior Project Manager I	\$150
Environmental Services Project Manager I/II	\$130/\$140
Environmental Services Assistant Project Manager	\$105
Environmental Scientist I/II	\$80/\$95
CAD Manager I/II	\$120/\$150
Senior Designer I/II	\$115/\$130
Designer	\$105
GIS Technician	\$90
Technician I/II/III/IV	\$65/\$80/\$90/\$100
Senior Resident Project Representative I/II	\$110/\$120
Resident Project Representative I/II/III/IV	\$65/\$80/\$90/\$100
Field Services Manager I/II	\$120/\$130
Registered/Professional Land Surveyor	\$160
Survey Manager	\$130
Survey Crew Manager I/II	\$90/\$100
Survey Crew Chief I/II	\$85/\$95
Project Coordinator	\$90
Project Administrator	\$60



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Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.12
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.20/\$0.40
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/Pole Camera		\$15.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost
*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule.		

This Schedule is subject to change.

January 1, 2020



February 3rd, 2020

Mr. Nick Lyons, E.I.
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, Indiana 46227

Re: Proposal for Geotechnical Engineering Investigation
City of Lafayette – Northeast Area Sewer Replacement
Lafayette, Indiana 47904
Patriot Proposal No.: P20-0144-06G

Dear Nick:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Investigation for the above referenced project. This proposal has been prepared in accordance with your request for proposal on Tuesday, January 28th, 2020.

Presented in this proposal is an outline of our understanding of the proposed project, our proposed scope of work, and an estimate fee schedule.

If you have any questions regarding this proposal or require any additional information, please do not hesitate to contact our office.

Respectfully submitted,

Patriot Engineering and Environmental, Inc.

Christian C. Pohlar, E.I.
Geotechnical Engineer

Salim M. Ilmudeen, P.E.
Senior Principal Engineer

Project Description and Objectives

The proposed project includes the installation of a new 36-inch PVC sanitary sewer and three (3) jack and bore operations to be located along the existing rail line between Underwood Street and the Norfolk Southern easement in Lafayette, Indiana.

The objective of this Geotechnical Engineering Investigation will be to assess the subsurface conditions of the project site and to provide recommendations to aid in the design and construction of the proposed sewer replacement.

Proposed Work Plan

Per the *Client's* request, *Patriot* will drill a total of six (6) soil borings; four (4) soil borings to a depth of 15 feet each, one (1) soil boring to a depth of 20 feet, and one (1) soil boring to a depth of 35 feet; for a total of 115 lineal feet of drilling.

Please note that depending on the railroad owner requirements, we may have to obtain prior approvals, permits, etc. prior to our drilling operations, and stand-by time of our drill crew may be necessary for the soil borings to be performed within the easement.

Patriot will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access, and topographic conditions. During this visit we will locate and mark each soil boring location. If the site conditions require that soil borings be relocated from previous agreed upon locations, the *Client* will be advised.

Patriot will be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. ***The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and shall coordinate with Patriot. We recommend that the Client hire a private utility locator to clear all soil boring locations of any underground utility lines. Alternatively, Patriot can employ the use of a private utility locator to "clear" the soil boring locations prior to drilling for an additional cost.***

The typical drilling method will utilize hollow-stem augers to advance the soil borings to the required depths. Split-spoon samples and Standard Penetration Test values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2.5 feet intervals to a depth of 10 feet, and at 5 feet intervals thereafter per ASTM Method D-1586.

Shelby tube samples may be obtained in cohesive soil strata-of-interest. Each soil boring will be monitored for the presence of groundwater during and immediately following the completion of the soil boring.

Upon completion of the soil borings, the boreholes will be backfilled with auger cuttings prior to demobilization for safety considerations. It should be noted that it is standard practice in drilling soil borings to backfill with the auger cuttings from the soil boring. However, sometimes the backfill will settle after the soil borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged

for the return trip. As an alternative, for additional fee, the boreholes can be backfilled with bentonite or grout to reduce the potential settlement.

After the fieldwork is completed, we will return the soil boring samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include visual classification, natural moisture contents, and an estimate of the samples unconfined compressive strengths utilizing a hand penetrometer. All laboratory testing will be performed in accordance with applicable ASTM methods.

Based on the results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present all field, soil boring logs, and laboratory test data. The report will also include recommendations to aid in the design of foundations and other ancillary structures as applicable; as well as providing a discussion regarding any potential construction difficulties due to soil and groundwater conditions.

Estimated Project Cost

Based upon the information provided and as outlined in our *Proposed Work Plan*, along with our experience with similar projects, we estimate the project cost to be the following:

Geotechnical Engineering Investigation & Report:	\$4,200.00
Private Utility Locator:	\$750.00
Co-ordination, Permit, Stand-by Time by Drill Crew:	T&M

(Actual cost would be difficult to estimate at this time. For estimating purposes, we recommend budgeting some money (roughly \$1,500.00). The Client will only be charged for actual time and expenses for this task (if performed) per our Fee Schedule. The Client will be provided with backups for our charges.)

Work performed outside of the Scope of Work discussed in this proposal will be performed on a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. If "clearing" or "grading" of the site is required (i.e. trees, brush, crops, etc...), an additional charge will be assessed. We also assume that the Client will make arrangements regarding our field work, such as access to the drilling locations, etc... Additionally, we assume that our field work will be performed during normal work hours (not on weekend or night hours).

If the soil borings reveal inconsistent and/or marginal soil conditions requiring additional soil borings, deeper soil borings, additional samples, or additional laboratory testing, the *Client's* Project Manager will be consulted immediately regarding the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during our field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation may be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation is modified to address this change in conditions.

Work Schedule

Patriot will initiate project activities upon receipt of the attached *Proposal Acceptance Agreement*, authorizing us to begin work. The field drilling work should take one (1) to two (2) days to complete. We would expect to issue our engineering report within approximately two (2) to three (3) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

Authorization to Proceed

As our formal authorization to proceed, please complete and sign the *Proposal Acceptance Agreement* form included within this proposal, indicating proper billing instructions, and return an executed copy of this Acceptance Agreement for our files. Also, please note the *Terms and Conditions* included within this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the *Terms and Conditions* herein.

ATTACHMENTS

Geotechnical Personnel

Select Resumes

Insurance Certificate

Fee Schedule

Terms and Conditions

Proposal Acceptance Agreement

Patriot Engineering and Environmental, Inc.
Geotechnical Division

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S.C.E. Geotechnical Engineering	54
William D. Dubois, P.E.	M.S.C.E. Geotechnical Engineering	51
Ronald W. Spivey, P.E.	M.S.C.E. Geotechnical Engineering	42
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	41
Ralph M. O'Quinn, P.E.	M.S.C.E Geotechnical Engineering	41
James T. Sherer, P.E.	B.S.C.E. Civil Engineering	37
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	37
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	33
Timothy C. Govert	B.S. Construction Engineering	32
Salim M. Ilmudeen, P.E.	M.S.C.E. Geotechnical Engineering	26
Jacob J. Vieck, P.E.	B.S.C.E. Geotechnical Engineering	14
Zachary G. Ethington, P.E.	M.S.C.E. Geotechnical Engineering	9
John L. Schwartz III, P.E.	M.E.C.E. Geotechnical Engineering	9
Akshat Saxena, E.I.	M.S.C.E. Geotechnical Engineering	8
Benjamin R. Lauletta, P.E.	B.S.C.E. Geotechnical Engineering	7
Michael J. Hammond, E.I.	M.S.C.E. Geotechnical Engineering	5
Jamie M. Bates, E.I.	B.S.C.E. Geotechnical Engineering	5
Kevin D. Agostino	B.S.C.E. Civil Engineering	4
Christian Cole Pohlar, E.I.	B.S.C.E. Civil Engineering	4
Ian Grafe, E.I	B.S.C.E. Civil Engineering	2
Irfan Syed	M.S.C.E Civil Engineering	2



Salim M. Ilmudeen, PE Senior Project Engineer

FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

REGISTRATION & CERTIFICATION

Professional Engineer:
Hawaii, PE-8644;
Indiana – PE10606266

EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),
Texas Tech University, Lubbock, TX - 1992

B.Sc., Civil Engineering, University of Peradeniya,
Sri Lanka - 1985

PROFESSIONAL SUMMARY

Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-feet deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.



Patriot Engineering
and Environmental, Inc.
8150 East 75th Street
Indianapolis, Indiana 46250
317-576-8058



William D. Dubois, PE Senior Principal Engineer

FIELDS OF EXPERTISE

Geotechnical engineering; materials engineering; environmental consulting.

REGISTRATION & CERTIFICATION

Professional Engineer: Indiana, 60018167; Kentucky, 21153; Ohio, E-49584; Illinois, 62-30719; Michigan, 47286; Missouri, 026362; Florida, 18548 and Texas, 111821

EDUCATION

- ♦ M.S.C.E., Geotechnical Engineering, Michigan State University, 1968
- ♦ B.S., Civil Engineering, Tri-State University, 1966

PROFESSIONAL SUMMARY

Mr. Dubois was President of Patriot Engineering and Environmental, Inc. for 18 years and now performs as a Senior Principal Engineer. He has 47 years of experience in geotechnical, materials engineering, and environmental consulting.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineering
- American Concrete Institute
- American Society of Testing and Materials
- Associated Builders and Constructors
- ASCE - Purdue University continuing education committee
- Indiana Construction Association
- Kiwanis Club
- Economic Club
- Indiana Sports Corporation
- Past Member of Trine University Industrial Advisory Board

SELECTED PROJECT EXPERIENCE

- Managed geotechnical and materials investigations for over 1000 industrial plants -- generating stations; chemical processing; paper mills; heavy and light manufacturing; tank storage complexes; transmission lines.
- Provided Expert Opinion and Testimony services for commercial and residential claims and hearings.
- Geotechnical Engineer for numerous commercial shopping centers; apartment complexes; office complexes.
- Geotechnical Engineer for over 25 high-rise structures throughout the Midwest; office towers; apartment towers; parking garages; hotels; hospitals; elevated water tanks.
- Performed geotechnical engineering for sports arenas, stadiums and schools.
- Developed solutions for special problems -- slope failure evaluations; foundation failures and corrections; asphalt failures and corrections.
- Transportation -- INDOT Projects, Interstate and primary highways; bridges; earth retainage structures.
- Water related structures -- earth dams; levees.
- Pavements -- highways; parking; truck docking' airports; streets.
- Contract Manager for over 100 underground storage tank projects for major transportation companies.
- Contract Manager for Phase I and II property assessments for major investment companies.
- Geotechnical Investigations and QA/QC on landfills.





Christian C. Pohlar, E.I. Geotechnical Engineer / Project Manager

FIELDS OF EXPERTISE

Geotechnical Engineering:

Applying principles of soil mechanics and rock mechanics to aid in the design of earthworks and structure foundations, assess risks posed by and evaluate both natural and man-made soil deposits, along with construction monitoring of problematic soils and development of remedial solutions.

Project Manager:

Supervision and performance of construction materials testing and inspection, deep foundation installation and load testing, reinforced concrete inspection, soils testing and asphalt testing and evaluation.

EDUCATION

B.S., Civil Engineering, Rose-Hulman Institute of Technology, 2017

REGISTRATION & CERTIFICATION

- Registered Engineer Intern: Indiana
- OSHA – 10 Hour
- American Concrete Institute – Grade I
- U.S. D.O.T. Hazmat Certification

PROFESSIONAL SUMMARY

Mr. Pohlar is a Geotechnical Engineer with three (3) years of experience in the field of Geotechnical Engineering for the Lafayette Branch office. His experience includes project management and technical direction of geotechnical engineering investigations which include; shallow foundation design, seismic analysis, soil and site improvement methods and techniques, and deep foundation load testing.

Mr. Pohlar is also a Project Manager with three (3) years of experience in the construction materials testing division of Patriot Engineering. His experience includes field density evaluation of soils and asphalt by means of nuclear density testing, proof rolling inspections, concrete testing (i.e. slump, air entrainment, and yield testing), masonry material inspection and testing, and soils laboratory testing including proctors, Atterberg limits, moisture contents, grain size analysis, and asphalt analysis.

SELECTED PROJECT EXPERIENCE

Managed the Geotechnical Engineering

Investigation for the following selected projects:

Commercial

- Monon Trailer Manufacturing Facility (Monon, IN)
- Delphi Technologies Morgan Street Factory (Kokomo, IN)
- Vision Business Park (Winchester, IN)

Industrial

- Duke Energy Combined Heat and Power Plant (West Lafayette, IN)
- Tate & Lyle Starch Manufacturing Facility (Lafayette, IN)
- Co-Alliance – Reynolds, IN (Reynolds, IN)
- Tate & Lyle South Plant Cogeneration Facility (Lafayette, IN)

Municipal

- Lafayette Fire Station #5 (Lafayette, IN)
- Winamac WWT Amonia Removal Project (Winamac, IN)
- Randolph County Highway Department Maintenance Facility (Winchester, IN)
- Otterbein Town Hall Community Center (Otterbein, IN)

Education

- Battle Ground Middle School Addition (West Lafayette, IN)
- Harrison High School Science Wing Addition (West Lafayette, IN)
- New Palestine High School (New Palestine, IN)

Utilities

- Cumberland Avenue Sewer Line Installment (West Lafayette, IN)

Airports

- Purdue University Hangar 6 Addition (West Lafayette, IN)

Residential

- Provenance Residential Village (West Lafayette, IN)
- Redwood Twyckenham Site (West Lafayette, IN)
- Camp Tecumseh YMCA Staff Housing Development (Brookston, IN)





PATRENG-CL

CMCKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gregory & Appel Insurance 1402 N Capitol Suite 400 Indianapolis, IN 46202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (317) 634-7491	FAX (A/C, No): (317) 634-6629
	E-MAIL ADDRESS: corp@gregoryappel.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Fire Ins Co-Hartford	NAIC # 20478
	INSURER B : Continental Casualty Company	20443
	INSURER C : Lexington Insurance Co.	19437
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Patriot Engineering & Environmental Inc.
6150 East 75th Street
Indianapolis, IN 46250

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6017245158	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6017245161	04/12/2019	04/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6017245189	04/12/2019	04/12/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC624377329	04/12/2019	04/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof & Pollution			031711066	04/12/2019	04/12/2020	Each Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cody McKay

PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
Geotechnical Engineering Services
2020 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$300.00
Senior Principal Engineer, P.E.	Hour	\$200.00
Principal Engineer, P.E.	Hour	\$175.00
Senior Project Engineer, P.E.	Hour	\$150.00
Project Engineer, P.E.	Hour	\$125.00
Senior Engineer/Geologist	Hour	\$100.00
Geotechnical Engineer/Geologist	Hour	\$90.00
Draftsperson/CAD Technician	Hour	\$80.00
Senior Engineering Technician	Hour	\$58.00
Word Processor	Hour	\$68.00
<u>LABORATORY TESTING</u>		
Water Contents (oven dried)	Each	\$5.35
Hand Penetrometer Test	Each	\$10.00
Atterberg Limits (LL & PL)	Each	\$72.00
Grain Size Distribution	Each	\$118.50
Sieve Analysis only	Each	\$57.00
Minus #200 Sieve only	Each	\$41.50
Hydrometer only	Each	\$67.00
Natural Density	Each	\$31.00
Organic Content	Each	\$36.00
pH Determination	Each	\$31.00
Extrude & Log Shelby Tube Samples	Each	\$36.00
Standard Proctor	Each	\$145.00
Modified Proctor	Each	\$165.00
CBR Test	Each / Point	\$165.00
Unconfined Compressive Strength	Each	\$62.00
Test for pH, organic matter, soluble salts	Each	\$118.50
Triaxial Tests (CU - 3 circles)	Each	\$975.00
Consolidation Test	Each	\$450.00
Permeability Test (Cohesive Soils)	Each	\$330.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$550.00
*plus \$4.30 per mile over 60 miles from a Patriot office		
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$1,750.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$10.50
50 to 75 feet depth and under 50 blows per foot	Foot	\$12.50
Over 75 feet depth or over 50 blows per foot	Foot	\$15.50
Additional splitspoon samples beyond standard intervals	Each	\$14.50
ATV Drilling , Add	Foot	\$1.75
Mud Drilling, Add	Foot	\$6.25
Drilling without splitspoons	Foot	\$9.00
Bulk Samples (50 lb. bag)	Each	\$64.00
Rock Coring	Foot	\$36.00
Equipment, set-up for rock coring	Hole	\$67.00
Shelby Tube Samples (3 in. O.D.)	Each	\$57.00
Standby Time requested by Client or Hauling Water	Hour	\$170.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$36.00
Per Diem for Drill Crew per person	Per Day	\$125.00
Grouting Holes	Foot	\$9.00
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	\$278.00
Monitoring Well Installation	Foot	\$36.00
Monitoring Well Flush Manhole & Cover	Each	\$285.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.69
Subcontractor Costs / Special Costs (i.e., film, FedEx, etc.)	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	\$0.50
Out-of-Town Living Expenses	Cost + 15%	

TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities.

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.



19. RETESTING AND RE-MONITORING

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017



PROPOSAL ACCEPTANCE AGREEMENT

Project Name: City of Lafayette – Northeast Area Sewer Replacement

Project Location: Lafayette, Indiana 47904

Description of Services: Geotechnical Engineering Investigation

Patriot Proposal: P20-0144-06G Patriot Project No.:

APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)

Firm:

Address:

City: State: Zip Code:

Attention:

Telephone: Fax: Email:

PAYMENT TERMS: Per Terms & Conditions. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

REFERENCES - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial (Current bank or other lender)	Supplier (Current account with Client)	Trade (Engineer, Contractor, Other, etc.)
Name:	Name:	Name:
Contact:	Contact:	Contact:
Account No.:	Account No.:	Account No.:
Phone No.:	Phone No.:	Phone No.:

NOTICE: *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: _____

TITLE: _____ DATE ACCEPTED: _____